


<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address Andrew A. Moher SBN 257605 Moher Law Group 424 F Street, Suite 203 San Diego, CA 92101 Ph 619-786-3800</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Mark Richard Currie</p>	<p>FOR COURT USE ONLY</p>
<p style="text-align: center;"><b>UNITED STATES BANKRUPTCY COURT</b> <b>CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</b></p> <p style="text-align: right;"></p>	
<p>In re: Mark Richard Currie</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 1:18-bk-11116-MT CHAPTER 13</p>
	<p style="text-align: center;"><b>DEBTOR'S MOTION FOR AUTHORITY TO REFINANCE REAL PROPERTY UNDER LBR 3015-1(p)</b></p>
	<p style="text-align: center;">[No Hearing Required]</p>

Debtor moves this court for an order authorizing the Debtor to refinance the real property, described below, pursuant to the terms and conditions described herein.

1. Debtor's Chapter 13 Plan (Plan) was confirmed on: 11/26/2018.
2. Debtor wishes to refinance the real property (Property) located at:  
17412 Kinzie Street  
Northridge, CA 91325

The Property is more particularly described in Exhibit "A" attached hereto.

☐ Debtor wishes to modify the Plan for early payment of the Plan as described in the *Motion to Modify Plan* submitted by Debtor concurrently with this motion.

3. Debtor requests authority to borrow the sum of \$987,789.00 from

Lender Name: Franklin Loan Center

Address: 800 Village Ct  
Palm Desert, CA 92260

Debtor also requests authority to execute a promissory note secured by a \$987,789.00 deed of trust on the Property.

4. From the proceeds of this loan, the following encumbrances of record against the Property will be paid through escrow:

a) SN Servicing Corporation (approx. balance \$700,000) - will pay full demand of secured creditor

b) \_\_\_\_\_

c) \_\_\_\_\_

5. After payment of the foregoing encumbrances and all costs of sale:

☒ there will remain the approximate sum of \$ 252,359.68; OR  
☐ no proceeds will remain.

6. ☒ (a) The chapter 13 trustee is hereby authorized to make demand upon escrow for sufficient funds to pay off the Plan with a:

☒ 100% dividend to unsecured creditors; OR

☐ \_\_\_\_\_% dividend as indicated in the confirmed plan.

After escrow's payment of the encumbrances listed above, any remaining funds shall be paid directly to debtor.

OR

☐ (b) The chapter 13 trustee is hereby authorized to make demand upon escrow for the balance remaining after escrow's payment of the encumbrances listed above even though the amount is insufficient to pay off the Plan. The refinance is in the best interest of the creditors.

7. The escrow is being processed by:

Escrow company name: Corner Escrow  
Address: 18600 MacArthur Blvd, Suite 350  
Irvine, CA 92612

Telephone: 949-800-8908

Facsimile: 714-922-3125

Escrow officer: Alison Oddo

Escrow number: 08-11545-AO

8. Supporting documents attached to this Motion are:

- a. Exhibit "A" – Legal Description with street address
- b. Exhibit "B" – Escrow Instructions and Documents
- c. Exhibit "C" – Estimated Closing Statement
- d. Exhibit "D" – Schedules I and J of the bankruptcy petition

9. Debtor agrees to provide to chapter 13 trustee a certified copy of the escrow closing statement within 14 days of the close of escrow as a condition to any approval of this motion.

Date: 07/18/2022

/s/ Andrew A. Moher  
Attorney for Debtor

I declare under penalty of perjury that the following is true and correct.

Date: 07/18/2022

[Signature]  
Debtor

Date: \_\_\_\_\_

\_\_\_\_\_  
Joint Debtor

Exhibit “A”

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WORLD SAVINGS BANK, FSB

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LOAN NO. [REDACTED]

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF **LOS ANGELES** STATE  
OF **CALIFORNIA**, DESCRIBED AS FOLLOWS:

TAPE ONLY THE LEGAL DESCRIPTION TO THIS PAGE.

06 1574440

07/18/06

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LOT 35 OF TRACT NO. 25895, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 671, PAGE 50 TO 61 INCLUSIVE  
OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT A

06 1574440

07/18/06

# Exhibit “B”

# Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

## Closing Information

**Date Issued** 7/6/2022  
**Closing Date** 7/18/2022  
**Disbursement Date** 7/22/2022  
**Settlement Agent**  
**File #** 10264061  
**Property** 17412 Kinzie St  
Northridge, CA 91325

Appraised Prop. Value \$1,390,000

## Transaction Information

**Borrower** Mark R. Currie  
17412 Kinzie Street  
Los Angeles, CA 91325  
**Lender** FRANKLIN LOAN CENTER

## Loan Information

**Loan Term** 30 years  
**Purpose** Refinance  
**Product** Fixed Rate  
**Loan Type** ☐ Conventional ☒ FHA  
☐ VA ☐  
**Loan ID #** 300322057703  
**MIC #** 197-9701258-703

Loan Terms		Can this amount increase after closing?
<b>Loan Amount</b>	\$987,789	NO
<b>Interest Rate</b>	5.25 %	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$5,454.61	NO
<b>Does the loan have these features?</b>		
<b>Prepayment Penalty</b>		NO
<b>Balloon Payment</b>		NO

Projected Payments		
Payment Calculation	Years 1-11	Years 12-30
Principal & Interest	\$5,454.61	\$5,454.61
Mortgage Insurance	+ 803.82	+ —
Estimated Escrow <i>Amount can increase over time</i>	+ 621.59	+ 621.59
Estimated Total Monthly Payment	\$6,880.02	\$6,076.20
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$621.59 Monthly	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i> In escrow? YES YES

Costs at Closing		
<b>Closing Costs</b>	\$35,429.32	Includes \$30,003.99 in Loan Costs + \$5,425.33 in Other Costs - \$0 in Lender Credits. <i>See page 2 for details.</i>
<b>Cash to Close</b>	\$150,190.98	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i> <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower

Loan Costs		Borrower-Paid		Paid by Others
		At Closing	Before Closing	
A. Origination Charges		\$10,339.99		
01	0.86 % of Loan Amount (Points)	\$8,494.99		
02	Doc Prep	\$250.00		
03	Processing Fees	\$600.00		
04	Underwriting Fees	\$995.00		
05				
06				
07				
08				
B. Services Borrower Did Not Shop For		\$19,664.00		
01	Appraisal Fee to PropertyRate LLC		\$750.00	
02	Appraisal Re-inspection Fee If Applicable	\$150.00		
03	Mortgage Insurance Premium to FRANKLIN LOAN CENTER	\$16,989.00		
04	Title - Endorsements to Pacific Coast Title Company	\$150.00		
05	Title - Escrow Fee to Corner Escrow	\$675.00		
06	Title - Lender's Title Insurance to Pacific Coast Title Company	\$650.00		
07	Title - Notary Fee to Corner Escrow	\$200.00		
08	Title - Recording Service Fee to Pacific Coast Title Company	\$25.00		
09	Title - Sub Escrow to Pacific Coast Title Company	\$45.00		
10	Title - Wire Fee to Pacific Coast Title Company	\$30.00		
C. Services Borrower Did Shop For				
01				
02				
03				
04				
05				
06				
07				
08				
D. TOTAL LOAN COSTS (Borrower-Paid)		\$30,003.99		
Loan Costs Subtotals (A + B + C)		\$29,253.99	\$750.00	
Other Costs				
E. Taxes and Other Government Fees		\$275.00		
01	Recording Fees Deed: Mortgage:	\$275.00		
02				
F. Prepays		\$1,420.79		
01	Homeowner's Insurance Premium ( mo.)			
02	Mortgage Insurance Premium ( mo.)			
03	Prepaid Interest ( \$142.0792 per day from 7/22/22 to 8/1/22 )	\$1,420.79		
04	Property Taxes ( mo.)			
05				
G. Initial Escrow Payment at Closing		\$3,729.54		
01	Homeowner's Insurance \$105.00 per month for 8 mo.	\$840.00		
02	Mortgage Insurance per month for mo.			
03	Property Taxes \$516.59 per month for 6 mo.	\$3,099.54		
04				
05				
06				
07				
08	Aggregate Adjustment	-\$210.00		
H. Other				
01				
02				
03				
04				
05				
06				
07				
08				
I. TOTAL OTHER COSTS (Borrower-Paid)		\$5,425.33		
Other Costs Subtotals (E + F + G + H)		\$5,425.33		
J. TOTAL CLOSING COSTS (Borrower-Paid)		\$35,429.32		
Closing Costs Subtotals (D + I)		\$34,679.32	\$750.00	
Lender Credits				



## Payoffs and Payments

Use this table to see a summary of your payoffs and payments to others from your loan amount.

TO	AMOUNT
01 SN Servicing Corporation	\$700,000.00
02 Payment To BK Trustee	\$102,918.70
03	
04	
05	
06	
07	
08	
09	
10	
11	
12	
13	
14	
15	
<b>K. TOTAL PAYOFFS AND PAYMENTS</b>	\$802,918.70

## Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Loan Amount	\$987,789.00	\$987,789.00	NO
Total Closing Costs (J)	-\$36,490.00	-\$35,429.32	YES · See <b>Total Loan Costs (D)</b> and <b>Total Other Costs (I)</b> .
Closing Costs Paid Before Closing	\$0	\$750.00	YES · You paid these Closing Costs <b>before closing</b> .
Total Payoffs and Payments (K)	-\$700,000.00	-\$802,918.70	YES · See <b>Payoffs and Payments (K)</b> .
<b>Cash to Close</b>	\$251,299.00	\$150,190.98	
	<input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	<input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	Closing Costs Financed (Paid from your Loan Amount) \$16,989.00

## Additional Information About This Loan

### Loan Disclosures

#### Assumption

If you sell or transfer this property to another person, your lender

- ☒ will allow, under certain conditions, this person to assume this loan on the original terms.
- ☐ will not allow assumption of this loan on the original terms.

#### Demand Feature

Your loan

- ☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- ☐ does not have a demand feature.

#### Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 4% of the principal and interest overdue.

#### Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- ☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- ☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- ☒ do not have a negative amortization feature.

#### Partial Payments

Your lender

- ☐ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- ☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- ☐ does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

#### Security Interest

You are granting a security interest in  
17412 Kinzie St, Northridge, CA 91325

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

#### Escrow Account

**For now,** your loan

- ☒ will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	\$17,104.92	Estimated total amount over year 1 for your escrowed property costs: See attached page for additional information
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs:  You may have other property costs.
Initial Escrow Payment	\$3,729.54	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$1,425.41	The amount included in your total monthly payment.

- ☐ will not have an escrow account because ☐ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

#### In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

## Loan Calculations

<b>Total of Payments.</b> Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$2,092,084.89
<b>Finance Charge.</b> The dollar amount the loan will cost you.	\$1,102,395.89
<b>Amount Financed.</b> The loan amount available after paying your upfront finance charge.	\$958,264.22
<b>Annual Percentage Rate (APR).</b> Your costs over the loan term expressed as a rate. This is not your interest rate.	6.235 %
<b>Total Interest Percentage (TIP).</b> The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	98.937 %



**Questions?** If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at [www.consumerfinance.gov/mortgage-closing](http://www.consumerfinance.gov/mortgage-closing)

## Other Disclosures

### Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

### Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of loan, and
- the rules for making payments before they are due.

### Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- ☒ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- ☐ state law does not protect you from liability for the unpaid balance.

### Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

### Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

## Contact Information

	Lender	Mortgage Broker	Settlement Agent
Name			
Address			
NMLS ID			
CA License ID	4131316		
Contact			
Contact NMLS ID			
Contact CA License ID			
Email			
Phone			

## Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Mark R. Currie

Date

## Addendum to Closing Disclosure

*This form is a continued statement of final loan terms and closing costs.*

### Additional Information About This Loan

#### Loan Disclosures

##### Escrow Account

###### Escrow

Escrowed Property Costs over Year 1	\$17,104.92	Estimated total amount over year 1 for your escrowed property costs: <i>Property Taxes, Homeowner's Insurance, Mortgage Insurance</i>
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# Exhibit “C”



## LOAN ESCROW INSTRUCTIONS

TO: **Corner Escrow, Inc.**

Date: **June 7, 2022**  
Escrow Officer: **Alison Oddo**  
Escrow Number: **08-11545-AO**

**CORNER ESCROW, INC. IS LICENSED AS AN ESCROW AGENT BY THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION OF THE STATE OF CALIFORNIA, LICENSE # 96DBO-79864.**

The undersigned Borrower(s) is obtaining a loan on the property hereinafter described and will cause Lender to hand you the proceeds of a new Trust Deed loan in the amount of **\$987,789.00**, less Lender's charges, which you are authorized to use on or before, **July 7, 2022** providing upon recordation of the Deed of Trust, you obtain an ALTA Lender's Policy of title insurance, per Lender's requirements covering real property in the County of **Los Angeles**, State of CA, as follows: See Attached Exhibit "A"

COMMONLY KNOWN AS :**(Not verified by escrowholder) 17412 Kinzie Street, (northridge Area), Los Angeles, CA 91325**

The title policy is to show the title to the property to be vested in:

**Mark Richard Currie, a Married Man as His Sole and Separate Property**

The policy is to be free of encumbrances except as follows:

1. Any General and Special Taxes and Special District Levies not due or delinquent; this will include the lien of supplemental taxes, if any, assessed pursuant the Statutes of said State.
2. All Taxes, Bonds and Assessments levied or assessed subsequent to the date of these instructions.
3. Covenants, conditions, reservations (including exceptions of oil, gas, minerals, hydrocarbons, and/or lease without right of surface entry), restrictions, rights of way, and easements for public utilities, districts, water companies, alleys, and streets.
4. First Trust Deed to file, securing a note in the principal amount of **\$987,789.00** in favor of **Franklin Loan Center** at the best prevailing rate and terms per instructions to be deposited into escrow.

**DEPOSIT OF FUNDS INTO ESCROW:** Pursuant to State "Good Funds Legislation", funds deposited into escrow and/or deposited with the Title Company for use in this escrow by the Property Owner, Buyer and New Lender in any form other than a wire transfer may cause a delay in the closing of this escrow and/or disbursement of funds at the time of closing. Each of the undersigned hereby indemnifies and holds **Corner Escrow, Inc.** harmless with respect to any delay in closing and/or disbursement of funds due to compliance with the Provisions of said legislation. In the event Borrower elects to deposit closing funds by Cashier's Check, said funds MUST be deposited not later than 48 hours prior to the anticipated date of close of escrow, pursuant Good Funds Law. **We do NOT accept Money Orders.**

**NOTE: FUNDS TO BE WIRED OUT ON ANY TRANSACTION WILL BE WIRED OUT ON THE NEXT BUSINESS DAY AFTER RECEIVING WRITTEN CONFIRMATION FROM OUR BANK OF THE RESPECTIVE INCOMING WIRE TRANSFER.**

**CONDITION OF TITLE:** Escrow Holder is authorized and instructed to pay any encumbrance necessary to place title in the condition called for herein and Borrower will hand you any instruments and/or funds as required for such purpose.

**OBTAIN DEMAND:** Escrow holder is hereby authorized and instructed to obtain demand from lender(s) of record, in order to place title in the condition as provided herein, and pay for same from Borrower's proceeds at the close of escrow, including prepayment penalties, interest and such other costs, if applicable

**FIRE INSURANCE:** Secure for Lender an endorsement on existing insurance policy naming lender as Loss Payee as per lender instructions.

**CLOSING COSTS/CHARGES:** Pay escrow charges and proper recording fees, also charges for evidence of title called for above (whether or not this escrow is consummated) and you are authorized to pay off any bonds, assessments and/or taxes, also any encumbrances of record, plus accrued interest, charges and bonus, if any, to show title as called for above and/or necessary to comply with same. Instruct the title company to begin search of title at once.

**ADVANCE RELEASE OF DEMAND FEES:** In the event the Existing Lienholder(s) requires payment to demand statement fees in advance of issuing their demand statement, Borrower shall deposit sufficient funds as called for by Escrow Holder for payment of same and authorizes Escrow Holder to release said funds to Existing Lienholder(s) prior to close of escrow. Borrower acknowledges and agrees that said funds are NON-REFUNDABLE in the event this escrow is not consummated.

**PRIVACY STATEMENT:** In accordance with federal law, we are advising you of how we use the information we receive when we handle your escrow, and your rights regarding the disclosure of this information to third parties who are not affiliated with this company. When we process your escrow, we receive non-public, personal information about you from many sources, such as lenders and/or proposed lenders, your creditors, banks, real estate and mortgage brokers, insurance agencies and companies, credit reporting agencies, title companies, and employers, among others. We use this information to process your escrow. We may disclose some or all of the information received to persons and companies such as lenders, banks, real estate and mortgage brokers, insurance companies and title companies, in order to complete our duties in handling your escrow. We do not sell your information to other companies. If you do not wish to limit disclosure of personal information, which we obtain about you in accordance with our policy, you need to do

Corner Escrow, Inc.

Date: **June 7, 2022**  
Escrow No. **08-11545-AO**

nothing. If you do wish to limit disclosure of the information we receive, other than as permitted by law, please provide us with a written, dated and signed notice. Please note, however, that if you restrict our ability to work with others involved in your transaction, we reserve the right to withdraw as escrow holder.

**EACH PARTY TO THIS ESCROW HAS RECEIVED A COPY OF THESE INSTRUCTIONS AND HAS READ THE ADDITIONAL ESCROW CONDITIONS, GENERAL PROVISIONS AND INSTRUCTIONS ATTACHED HERETO AS IF SAME APPEARED OVER THEIR SIGNATURES.**

Borrower's Signature

\_\_\_\_\_  
Mark Richard Currie

ADDITIONAL ESCROW INSTRUCTIONS

**CLOSE OF ESCROW:** The close of escrow shall be the day documents deposited in this escrow are recorded pursuant to these instructions.

**EXTENSION OF TIME FOR CLOSING:** If the conditions of this escrow have not been complied with at the time provided for in these instructions, you are nevertheless to complete this escrow as soon as the conditions (except as to time) have been complied with, unless a written demand for the return of money and/or instruments by a party to this escrow is received by you prior to the recording of any instrument provided for in these instructions.

**NECESSITY FOR WRITTEN INSTRUCTIONS:** No notice, demand or change or instructions shall be of any effect unless given to you in writing and approved in writing by all parties affected by same.

**DEPOSITS AND DISBURSEMENTS:** All funds delivered to you by the parties to this escrow shall be deposited in any non-interest bearing account designated as a "Trust Account" with any bank or depository authorized by the Federal or State Government, and may be transferred to, and co-mingled with, other such trust accounts. You shall not be obligated to identify or to guarantee the signature of any payee on said checks.

**SUB-ESCROW AGENTS:** As you deem reasonably necessary to the closing of this escrow, you may deposit any funds or documents received by you herein, with any bank, title insurance company, savings and loan association, trust company, industrial loan company, credit union, admitted insurer or licensed escrow agent and any such deposit shall be deemed in accordance herewith. In this regard, you are authorized to utilize the services of one or more sub-escrow agents as defined under the California Financial Code and/or documents prior to close of escrow, if reasonable necessary in your discretion.

**ADJUSTMENTS AND PRORATIONS:** All adjustments shall be made upon the basis of a thirty day month, including, but not necessarily limited to the following: A. Taxes for the current year, based on tax amounts disclosed on last available tax bill; B. Premiums on fire insurance policies as handed you; C. Interest on loans of record, based on statement from the lender.

**RECORDING AND TRANSFER FEES:** To facilitate the recording of any documents delivered into or through this escrow, you may pay all required fees; all of the costs of which shall be deemed to constitute an authorized expenditure to be paid or charged to the party responsible therefore.

**EFFECT OF CONFLICT:** If, before or after recording documents, you receive or become aware of any conflicting demands or claims (hereinafter "conflicts") with respect to this escrow, the rights or obligations of any of the parties or any money or property deposited or affected, you shall have the right to discontinue further performance on your part until the conflict is resolved to your satisfaction. In addition, you shall have the right to commence or defend any action or proceeding you deem necessary for the determination of the conflict. A conflict shall be deemed to include, but is not necessarily limited to, your receipt of unilateral instructions or instructions from some, but not all of the escrow. In the event of a conflict, you shall not be liable to take any action of any kind, but may withhold all moneys, securities, documents or other things deposited into escrow, until such conflict has been determined by agreement of the parties or by legal process. In the event any action is commenced to determine a conflict or otherwise to enforce or declare the provisions of these instructions or to rescind them, including, but not limited to, a suit in inter pleader (whether or not the action is prosecuted to final judgment, voluntarily dismissed or settled, and irrespective of whether you are the prevailing party in any such action) and it becomes necessary or desirable for you to obtain legal advice with respect to a conflict or on account of any matter or thing arising out of or in any way related to these instructions, whether or not suit is actually commenced, the parties to this escrow jointly and severally agree to pay all of your costs, damages, judgments and expenses, including attorney's fees, incurred by you in connection with the same.

**PAYMENT OF FEES AND CHARGES:** It is understood that the fees agreed to be paid for your services are for ordinary and usual services only, and should there be any extraordinary or unusual services rendered by you, the undersigned agree to pay reasonable compensation to you for such extraordinary or unusual services, together with any costs and expenses which may be incurred by you in connection with same. Upon the close of escrow, you may retain, on your own behalf, your charges, costs and fees and charge the same in your accounting against the person responsible therefore.

**LIMITATIONS ON DUTIES AND LIABILITIES:** YOU SHALL NOT, IN ANY MANNER OR UNDER ANY THEORY OF LAW OR EQUITY, HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY OR ALL OF THE FOLLOWING ACTS, EVENTS KNOWLEDGE OR CIRCUMSTANCES:

1. Determining the sufficiency, genuineness or validity of any document, instrument or writing deposited with you herein or the form of content, or the identity or authority of the persons executing or depositing any of the same;
2. Ascertaining the terms, covenants or conditions of any document, instrument or writing deposited with you, or to investigate or examine the circumstances under which it was executed and/or delivered to you;
3. The failure to notify any person, including but not limited to the parties hereto, of any sale, resale, loan, exchange or other transaction involving the property or rights that are the subject hereof or incidental thereto, or any profit or advantage to any person, firm or corporation, including by not limited to any broker or agent of any party hereto, regardless of the fact that such other transaction(s) may be directly or indirectly handled by you in connection with the within escrow or any other escrow, or come to your knowledge, in any form whatsoever;
4. The payment, examination as to amount, propriety or validity of any tax, including but not limited to personal property, corporate, business or license tax or any description, assessed against, chargeable or payable by either of the parties hereto;
5. Your failure or refusal to comply with any amendments, supplements and/or notations hereof or hereto which are not signed by all parties hereto and actually delivered to you;
6. Your failure or refusal to terminate or cancel the within escrow, without full and complete compliance, to your satisfaction, with the provisions of paragraph "*Necessity for Written Instructions*" herein;
7. For any liability predicted upon any relationship other than that of an escrow holder, it being specifically irrevocably and conclusively understood, agreed and deemed no other legal relationship is hereby created or shall be implied, assumed or come into being;
8. For failure of any party to this escrow to comply with any of the provisions of any agreement, contract, or other instrument filed or referred to in these instructions;
9. Any duties beyond that of an escrow holder, which are expressly limited to the safekeeping of money, instruments or other documents received by escrow holder and for the disposition of them in accordance with the written instructions accepted by you.
10. Your knowledge of matters affecting the property which is the subject hereof shall not, and does not, create any liability or duty in addition to the responsibility of escrow holder under these instructions;
11. You shall not be obligated to make any physical examination of any real or personal property describe in any document deposited into this escrow, and the parties agree that you have not made, and will not make, any representations whatsoever regarding said property;
12. You shall not be concerned with, nor responsible for, the giving of any disclosures required by Federal or State law, including but not limited to, any disclosures required under Regulation Z, pursuant to the Federal Consumer Credit Protection Act, the effect of any zoning laws, ordinances or regulations affecting any other property described in this escrow. The undersigned jointly and severally agree to indemnify and hold you harmless by reason of any misrepresentation of omission by either party or their respective agents, or the failure of the parties to this escrow to comply with the rules and/or regulations of any governmental agency, state, federal, county, municipal or otherwise. Parties to this escrow have satisfied themselves outside of escrow that this transaction is not in violation of the Subdivision Map Act or any other law relating to land division, and you are relieved of all responsibility and/or liability in connection with same, and are not to be concerned with the enforcement of said laws;
13. Any loss that may occur by reasons of (i) forgeries or false representations; (ii) the exercise of your discretion in any particular manner, (iii) for any act, duty requirement or obligation not expressly required of you hereunder or specifically state herein; or, (iv) for any reason whatsoever except your gross neglect or willful misconduct.

**AUTHORITY OF BUSINESS ENTITY:** As to any corporation, partnership or other entity which may be a party hereto, it shall be conclusively presumed that any document executed by an officer or general partner of such entity was made upon due, full, legal and complete authority of the governing body of such entity, and you shall have no responsibility to independently investigate or verify such authority.

**AUTHORITY TO RELEASE INFORMATION:** You are authorized and instructed to furnish information from this escrow to lender and/or brokers as may be requested by them, including, but not limited to copies of all instructions and closing statement(s) in this escrow. You are authorized to accept funds deposited to a party's account by such party's broker or agent without further authorization.

**SUCCESSORS AND ASSIGNS:** The provisions hereof shall bind each party hereto and his respective heirs, administrators, executors, assigns, trustees, guardians, conservators, receivers and successors in interest.

**DESTRUCTION OF DOCUMENTS:** You are authorized to destroy or otherwise dispose of any or all documents, instruments or writings received by you herein and accounting or disbursement records pertaining hereto at the expiration of five (5) years from and after the initial date hereof, regardless of any subsequent notations thereto or the date of close of escrow, without liability or further notice to any parties hereto.

**EXECUTION IN COUNTERPARTS:** These instructions may be executed in counterparts, each shall be deemed an original regardless of the date executed and delivered, and said counterparts shall constitute one and the same instrument. When necessary to the context hereof or the contents thereof, the singular shall include the plural, or vice-versa, and the gender used shall include the true and proper gender.

**EFFECT OF EXECUTION:** The signatures of the undersigned hereon and on any document(s) and instrument(s) pertaining to this escrow indicates their unconditional acceptance of the same and constitutes acknowledgment of their receipt of a copy of the same.

**ESCROW COMPANIES ARE NOT AUTHORIZED TO GIVE LEGAL ADVICE, IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY BEFORE SIGNING.**



# Exhibit “D”

Fill in this information to identify your case:

Debtor 1 Mark Richard Currie

Debtor 2  
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number  
(If known)

Check if this is:

- ☐ An amended filing  
☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

## Official Form 106I

### Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status

Occupation

Employer's name

Employer's address

Debtor 1

- ☒ Employed  
☐ Not employed

Vice President - West

Asteres Inc

4110 Sorrento Valley  
Boulevard  
San Diego, CA 92121

Debtor 2 or non-filing spouse

- ☐ Employed  
☐ Not employed

How long employed there? 2.2 years

#### Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2. \$ <u>11,250.00</u>	\$ <u>N/A</u>
3. Estimate and list monthly overtime pay.	3. +\$ <u>0.00</u>	+\$ <u>N/A</u>
4. Calculate gross income. Add line 2 + line 3.	4. \$ <u>11,250.00</u>	\$ <u>N/A</u>

Debtor 1 **Mark Richard Currie**

Case number (if known)

	For Debtor 1	For Debtor 2 or non-filing spouse	
<b>Copy line 4 here</b>	4. \$ <b>11,250.00</b>	\$ <b>N/A</b>	
<b>5. List all payroll deductions:</b>			
5a. Tax, Medicare, and Social Security deductions	5a. \$ <b>2,030.44</b>	\$ <b>N/A</b>	
5b. Mandatory contributions for retirement plans	5b. \$ <b>0.00</b>	\$ <b>N/A</b>	
5c. Voluntary contributions for retirement plans	5c. \$ <b>0.00</b>	\$ <b>N/A</b>	
5d. Required repayments of retirement fund loans	5d. \$ <b>0.00</b>	\$ <b>N/A</b>	
5e. Insurance	5e. \$ <b>546.00</b>	\$ <b>N/A</b>	
5f. Domestic support obligations	5f. \$ <b>0.00</b>	\$ <b>N/A</b>	
5g. Union dues	5g. \$ <b>0.00</b>	\$ <b>N/A</b>	
5h. Other deductions. Specify: <b>Fsa-Med</b>	5h.+ \$ <b>166.66</b>	+ \$ <b>N/A</b>	
<b>6. Add the payroll deductions.</b> Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ <b>2,743.10</b>	\$ <b>N/A</b>	
<b>7. Calculate total monthly take-home pay.</b> Subtract line 6 from line 4.	7. \$ <b>8,506.90</b>	\$ <b>N/A</b>	
<b>8. List all other income regularly received:</b>			
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ <b>0.00</b>	\$ <b>N/A</b>	
8b. Interest and dividends	8b. \$ <b>0.00</b>	\$ <b>N/A</b>	
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ <b>0.00</b>	\$ <b>N/A</b>	
8d. Unemployment compensation	8d. \$ <b>0.00</b>	\$ <b>N/A</b>	
8e. Social Security	8e. \$ <b>0.00</b>	\$ <b>N/A</b>	
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f. \$ <b>0.00</b>	\$ <b>N/A</b>	
8g. Pension or retirement income	8g. \$ <b>0.00</b>	\$ <b>N/A</b>	
8h. Other monthly income. Specify:	8h.+ \$ <b>0.00</b>	+ \$ <b>N/A</b>	
<b>9. Add all other income.</b> Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ <b>0.00</b>	\$ <b>N/A</b>	
<b>10. Calculate monthly income.</b> Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ <b>8,506.90</b>	+ \$ <b>N/A</b>	= \$ <b>8,506.90</b>
<b>11. State all other regular contributions to the expenses that you list in Schedule J.</b> Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify:			
		11. +\$ <b>0.00</b>	
<b>12. Add the amount in the last column of line 10 to the amount in line 11.</b> The result is the combined monthly income. Write that amount on the <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities</i> and Related Data, if it applies		12. \$ <b>8,506.90</b>	<b>Combined monthly income</b>
<b>13. Do you expect an increase or decrease within the year after you file this form?</b>			
<input checked="" type="checkbox"/> No.			
<input type="checkbox"/> Yes. Explain:			

Fill in this information to identify your case:

Debtor 1 Mark Richard Currie

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number \_\_\_\_\_  
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

\_\_\_\_\_  
MM / DD / YYYY

## Official Form 106J

### Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Your Household

1. Is this a joint case?

☒ No. Go to line 2.

☐ Yes. Does Debtor 2 live in a separate household?

☐ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents? ☐ No

Do not list Debtor 1 and Debtor 2.

☒ Yes. Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Do not state the dependents names.

Daughter

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- ☐ No
- ☒ Yes
- ☐ No
- ☐ Yes
- ☐ No
- ☐ Yes
- ☐ No
- ☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No ☐ Yes

#### Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 3,917.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 100.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **Mark Richard Currie**

Case number (if known)

6. <b>Utilities:</b>								
6a. Electricity, heat, natural gas	6a. \$	<b>753.00</b>						
6b. Water, sewer, garbage collection	6b. \$	<b>50.00</b>						
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	<b>200.00</b>						
6d. Other. Specify: _____	6d. \$	<b>0.00</b>						
7. <b>Food and housekeeping supplies</b>	7. \$	<b>500.00</b>						
8. <b>Childcare and children's education costs</b>	8. \$	<b>0.00</b>						
9. <b>Clothing, laundry, and dry cleaning</b>	9. \$	<b>200.00</b>						
10. <b>Personal care products and services</b>	10. \$	<b>100.00</b>						
11. <b>Medical and dental expenses</b>	11. \$	<b>70.00</b>						
12. <b>Transportation.</b> Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	<b>400.00</b>						
13. <b>Entertainment, clubs, recreation, newspapers, magazines, and books</b>	13. \$	<b>100.00</b>						
14. <b>Charitable contributions and religious donations</b>	14. \$	<b>130.00</b>						
15. <b>Insurance.</b> Do not include insurance deducted from your pay or included in lines 4 or 20.								
15a. Life insurance	15a. \$	<b>0.00</b>						
15b. Health insurance	15b. \$	<b>0.00</b>						
15c. Vehicle insurance	15c. \$	<b>350.00</b>						
15d. Other insurance. Specify: _____	15d. \$	<b>0.00</b>						
16. <b>Taxes.</b> Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$	<b>0.00</b>						
17. <b>Installment or lease payments:</b>								
17a. Car payments for Vehicle 1	17a. \$	<b>0.00</b>						
17b. Car payments for Vehicle 2	17b. \$	<b>0.00</b>						
17c. Other. Specify: _____	17c. \$	<b>0.00</b>						
17d. Other. Specify: _____	17d. \$	<b>0.00</b>						
18. <b>Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).</b>	18. \$	<b>0.00</b>						
19. <b>Other payments you make to support others who do not live with you.</b> Specify: _____	19. \$	<b>0.00</b>						
20. <b>Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.</b>								
20a. Mortgages on other property	20a. \$	<b>0.00</b>						
20b. Real estate taxes	20b. \$	<b>0.00</b>						
20c. Property, homeowner's, or renter's insurance	20c. \$	<b>0.00</b>						
20d. Maintenance, repair, and upkeep expenses	20d. \$	<b>0.00</b>						
20e. Homeowner's association or condominium dues	20e. \$	<b>0.00</b>						
21. <b>Other:</b> Specify: _____	21. +\$	<b>0.00</b>						
22. <b>Calculate your monthly expenses</b>								
22a. Add lines 4 through 21.	<div style="border: 1px solid black; padding: 5px;"> <table border="0"> <tr> <td>\$</td> <td><b>6,870.00</b></td> </tr> <tr> <td>\$</td> <td></td> </tr> <tr> <td>\$</td> <td><b>6,870.00</b></td> </tr> </table> </div>		\$	<b>6,870.00</b>	\$		\$	<b>6,870.00</b>
\$			<b>6,870.00</b>					
\$								
\$	<b>6,870.00</b>							
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2								
22c. Add line 22a and 22b. The result is your monthly expenses.								
23. <b>Calculate your monthly net income.</b>								
23a. Copy line 12 ( <i>your combined monthly income</i> ) from Schedule I.	23a. \$	<b>8,506.90</b>						
23b. Copy your monthly expenses from line 22c above.	23b. -\$	<b>6,870.00</b>						
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$	<b>1,636.90</b>						
24. <b>Do you expect an increase or decrease in your expenses within the year after you file this form?</b> For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?								
<input checked="" type="checkbox"/> No.								
<input type="checkbox"/> Yes. <span style="border: 1px solid black; padding: 2px; display: inline-block; width: 400px; vertical-align: top;">Explain here:</span>								

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
424 F Street, Suite 203, San Diego, CA 92101

A true and correct copy of the foregoing document entitled: **DEBTOR'S MOTION FOR AUTHORITY TO REFINANCE REAL PROPERTY UNDER LBR 3015-1(p)** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 07/18/2022, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Chapter 13 Trustee Elizabeth Rojas, cacb\_ecf\_sv@ch13wla.com  
Cristina DiGiannantonio, bkyecf@rasflaw; sferry@raslg.com  
Kelsey Luu, kluu@ghidottiberger.com; eloftis@ghidottiberger.com  
D Anthony Sottile, bankruptcy@sottileandbarile.com

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (date) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

07/18/2022  
Date

Andrew A. Moher  
Printed Name

/s/ Andrew A. Moher  
Signature